

MODIFICATION OF CONTRACT NUMBER: IL080042RE-Public Health Services **PAGE 1 of 1**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 23, 2008
ISSUED TO: City of Austin P.O. Box 1088 Austin, Texas 78767	MODIFICATION NO.: 1	EFFECTIVE DATE OF ORIGINAL CONTRACT: October 1, 2007
ORIGINAL CONTRACT TERM DATES: October 1, 2007-September 30, 2008		CURRENT CONTRACT TERM DATES: October 1, 2007 - September 30, 2008 Extended through December 31, 2008 by this Modification

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$2,461,412 Current Modified Amount (for 3-month extension period) \$615,353.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above remain unchanged and in full force and effect.

Upon execution of this modification, the contract is modified as provided below.

Agreement is extended for an additional period not to exceed 3 months (from October 1, 2008 through December 31, 2008).
Funds for this period shall not exceed \$ 615,353.00.
Additional terms as set forth in the attached.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>City of Austin</u>	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	DATE: _____
BY: _____ PRINT NAME	
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: <u>Samuel T. Biscoe</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	<u>9-23-08</u>

EXTENSION
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR PUBLIC HEALTH SERVICES

This Extension ("Extension") of the Interlocal Cooperation Agreement Between the City of Austin and Travis County for Public Health Services ("Agreement") is entered into by the following parties: the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

City and County entered into the Agreement to operate to collaboratively provide public health and human services throughout Travis County and the City of Austin, the initial term of which began October 1, 2007, and terminates September 30, 2008 ("Initial Term").

The Agreement allows the Parties to make changes to the Agreement where such changes are made in writing and signed by both Parties, and to renew the Agreement for an additional term, subject to the approval of funding by each entity's governing body and as evidenced by written agreement signed by both Parties.

City and County desire to extend the Agreement for an additional three (3) months and to make certain changes to the Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be received through the following changes, City and County agree to change the Agreement as follows:

1.0 EXTENSION

1.1 **'09 Extension.** The Parties agree to extend the Agreement for an additional three (3) month term beginning October 1, 2008, and terminating December 31, 2008 ("Extension Term"), unless sooner terminated according to the Agreement terms.

1.2 **'09 Extension Provisions.** The Parties agree that, during the Extension Term, services will be provided by City according to the terms of the Agreement in place during the Initial Term.

2.0 AGREEMENT FUNDS

2.1 **'09 Extension Term Agreement Funds Amount.** The Parties agree to amend Section 13.1, "Fixed Price," by adding the following to Section 13.1.1, "Initial Term Agreement Funds Amount:"

13.1.1-'09 - **Extension Term Agreement Funds.** In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended herein, and subject to other applicable provisions of this Agreement, County shall pay to City the following amount for services provided by City during the Extension Term:

(i)	GROSS Total:	\$ 658,349.25
(ii)	LESS Personnel Credit:	\$ 42,996.00
(iii)	NET Total:	\$ 615,353.00

2.2 Payment to City. Payment will be made by County in the amounts set forth in Section 2.1 of this Extension upon receipt of the complete and correct invoice from the City (provided according to the Agreement Terms) for the services provided during the quarter covered by the Extension Term.

2.3 True Up. The Parties agree that, should the Agreement be terminated on or before the end of the Extension Term, the true up provisions of Section 13.4 of the Agreement will be applied to services provided and monies paid during the Extension Term.

3.0 NOTICES

3.1 City Address. The Parties agree to amend Section 19.3, "City Address," by deleting that section in its entirety and substituting the following:

19.3 City Address. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Marc Ott
City Manager
P. O. Box 1088
Austin, Texas 78767

With Copies to (registered or certified mail with return receipt is not required):

David Lurie
Acting Assistant City Manager
City of Austin
P. O. Box 1088
Austin, Texas 78767

and

City Attorney
301 West Second Street, Fourth Floor
Austin, Texas 78701

4.0 INCORPORATION

4.1 City and County hereby incorporate this Extension into the Agreement, and ratify all terms and conditions of the Agreement with the changes in this Extension. City and County agree that the Agreement, as amended, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 The terms of this Extension shall be effective October 1, 2008, when fully executed by City and County.